

April 29, 2009

RSL-2009-02

MEMORANDUM FOR REGIONAL COMMISSIONERS, PBS

REGIONAL REALTY SERVICES OFFICERS

FROM: SAMUEL J. MORRIS. III

ASSISTANT COMMISSIONER FOR OFFICE OF REAL ESTATE

**ACQUISITION - PR** 

SUBJECT: Revising GSA Form 3626, U. S. Government Lease for Real Property

(Short Form)

1. **Purpose**. This Realty Services Letter (RSL) issues a revised GSA Form 3626, *U. S. Government Lease for Real Property (Short Form)*, to conform to policies issued by earlier RSLs and the solicitation for offers (SFO).

- 2. **Background**. We must apply several requirements to all leases, including those under the threshold for simplified lease acquisition. For example, we have not put the latest accessibility and Central Contractor Registration policies on the simplified lease form. This RSL revises the form to add these and other requirements.
- 3. **Effective Date/Expiration Date**. This RSL, instructions, and GSA Form 3626 are effective for SFOs issued not later than 30 days after the date of this RSL and will expire 5 years after the date of issuance unless modified, cancelled, or reissued earlier.
- 4. Cancellation. None.
- 5. **Applicability**. This RSL applies to all real property leasing activities.
- 6. Instructions/Procedures.
  - a. Realty associates may use the attached GSA Form 3626 (REV. 4/2009) for any lease under the threshold for simplified lease acquisition. Earlier versions of the form must not be used.
  - b. We have listed the changes to the form on Attachment 1.

## Attachments

Attachment 1 – Details of form revisions

Attachment 2 – The revised form

## Revisions to GSA Form 3626 U. S. Government Lease for Real Property (Short Form)

The revised form includes the following changes –

- 1. Part I, paragraph 2 added a range for ANSI/BOMA Office Area (ABOA) square feet.
- 2. Part I, paragraph 4a removed reference to "new, modern building or one that has undergone restoration or rehabilitation for the intended use" and added "meeting the Government's requirements for the intended use."
- 3. Part I, paragraph 4b added a requirement for submission of floor plans for the offered space.
- 4. Part I, paragraph 4d substituted the Architectural Barriers Act Accessibility Standard for the Uniform Federal Accessibility Standard.
- 5. Part I, paragraph 4e revised "The space shall be free of other hazardous materials according to applicable Federal, State, and local environmental regulations" to state "The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations."
- 6. Part I, paragraph 4h inserted Offerors must keep an active Central Contractor Registration before lease award and throughout the life of the lease.
- 7. Part II, heading, "OFFER (*To be completed by Offeror/Owner*)" inserted wording, "and remain open until lease award" and deleted the block, "Offer Remains Open Until 4:30 P.M. (Date)."
- 8. Part II, paragraph 2c inserted blanks for Rentable, ABOA, and the Common Area Factor.
- 9. Part II, paragraph 3 added a provision for termination "in whole or in part."
- 10. Part II, paragraph 7 added a blank for an overtime rate per hour.
- 11. Part II, paragraph 8 deleted reference to payment by check and inserted electronic funds transfer.
- 12. Part III, paragraph 1 inserted the word "attached" referring to the documents that become a part of the lease.

NOTE: We have renumbered paragraphs, starting with number 1 at the beginning of each part.

## 1. LEASE NUMBER U.S. GOVERNMENT LEASE FOR REAL PROPERTY (Short Form) PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government) A. REQUIREMENTS 2. The Government of the United States of America is seeking to lease approximately \_\_\_\_\_\_ rentable square feet of space located in for occupancy not later than \_\_\_\_\_ (date) for a term of to a maximum of \_\_\_ . Rentable space must yield a minimum of ANSI/BOMA Office Area (ABOA) for use by Tenant for personnel, furnishing, and equipment. 3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS B. STANDARD CONDITIONS AND REQUIREMENTS 4. The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (the GOVERNMENT): a. Space offered must be in a quality building of sound and substantial construction meeting the Government's requirements for the intended use. b. The Lessor shall provide floor plans for the offered space and a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located. c. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, Life Safety Code or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6th floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge. d. The Building and the leased space shall be accessible to persons with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines). e. The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations. f. Services, utilities, and maintenance will be provided daily, extending from \_ \_ p.m. except Saturday, Sunday, and Federal holidays. \_ a.m. to \_ The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment. g. The Lessor shall complete any necessary alterations within \_ \_ days after receipt of approved layout drawings. h. The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at http://www.ccr.gov) prior to lease award and throughout the life of the lease. To remain active, the Lessor must update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the CCR system. 5. SERVICES AND UTILITIES (To be provided by Lessor as part of rent) HEAT TRASH REMOVAL ELEVATOR SERVICE INITIAL & REPLACEMENT OTHER LAMPS, TUBES & BALLASTS ELECTRICITY CHILLED DRINKING WATER WINDOW WASHING (Specify below) POWER (Special Equip.) AIR CONDITIONING PAINTING FREQUENCY Frequency WATER (Hot & Cold) TOILET SUPPLIES CARPET CLEANING Space SNOW REMOVAL JANITORIAL SERV. & SUPP. Public Areas Frequency 6. OTHER REQUIREMENTS Offerors should also include the following with their offers: The estimated cost to prepare the space for occupancy by the Government and the Offeror's proposed amortization rate for tenant alterations. 7. NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications. BASIS OF AWARD THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z65.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED." OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING SIGNIFICANTLY MORE IMPORTANT THAN PRICE APPROXIMATELY EQUAL TO PRICE ☐ SIGNIFICANTLY LESS IMPORTANT THAN PRICE

(Listed in descending order, unless stated otherwise):

PART II - OFFER (To be completed by Offeror/Owner and remain open until lease award)						
A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT						
NAME AND ADDRESS OF BUILDING (Include ZIP Code)			2. LOCATION(S) IN BUILDING			
		a. FLOOR(S)	b. Re	OOM NUMBER(S)		
			<u>,                                    </u>			
		c. SQ. FT.	d. TYPE			
		RENTABLE	GENERAL OF	FICE OTHER (Specify)		
			ABOA	WAREHOUSE		
В			Common Area Factor			
D. TERM						
3. To have and to hold, for the term commencing on and continuing through						
inclusive. The Government may terminate this lease in whole or in part at any time on or after						
, by giving at least days notice in writing to the Lessor. No rental shall accrue after the effective date						
of termination. Said notice shall be computed commencing with the day after the date of mailing.						
of termination. Said notice shan be computed commencing with the day after the date of maining.						
C. RENTAL						
4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.						
5. AMOUNT OF ANNUAL RENT	7. HVAC OVERTIME RATE PER HOUR	6. ELECTRONIC FONDS TRANSFER TATMENT STIALE BE MADE TO (Name una Autress)				
6. RATE PER MONTH						
9a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)						
9b. TELEPHONE NUMBER OF OWNER	10. TYPE OF INTEREST	IN PROPERTY OF	PERSON SIGNING			
	OWNER		AUTHORIZED AGENT		THER (Specify)	
11a. NAME OF OWNER OR AUTHORIZED AGENT (Type or Print)  11b. TITLE OF PERSON SIGNING						
11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT				11d. DA	ATE	
PART III - AWARD (To be completed by Government)						
1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) this GSA Form 3626, (b) Representations and Certifications, (c) the Government's General Clauses, and (d) the following changes or additions made or agreed to by you:						
2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.						
3a. NAME OF CONTRACTING OFFICER (Type or Print)		3b. SIGNATURE OF CONTRA	CTING OFFICER	3c. DATE		